

Muscatine Power & Water IBEW #55 (Public Works) 12/11/2005 12/8/2007

AGREEMENT
BOARD OF WATER, ELECTRIC, AND
COMMUNICATIONS TRUSTEES
OF THE CITY OF MUSCATINE, IOWA
AND
LOCAL UNION NO. 55, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

BEGINNING DECEMBER 11, 2005
THROUGH
DECEMBER 08, 2007

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This Agreement, made and entered into as of this 11th day of December 2005 by and between the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, hereinafter referred to as the "Utility" and Local Union No. 55, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the "Union".

Witnesseth:

Whereas, the Utility and all persons it employs are engaged in furnishing continuous essential services which affect the health, safety, comfort and well-being of the public; and,

Whereas, the Union agrees for its members who are employees of the Utility that they will individually and collectively perform safe, efficient, and diligent service; that they will use their influence and best efforts to protect the property of the Utility and its interests and they will cooperate in promoting and advancing the welfare of the Utility and its service at all times as a matter of enlightened self-interest.

Whereas, the Utility and the Union desire to promote harmony and efficiency in the rendering of such services, and to provide for the establishment of rates of pay, hours of work and other subjects specified in this Agreement, and to facilitate the peaceful adjustment of differences that may arise from time to time to the end that the Utility, the Union, and the general public may benefit, the parties hereto contract and agree with each other as follows, to wit:

ARTICLE I GENERAL

1.01 The Union, having been certified by an order of the Public Employment Relations Board Case No. 71, dated July 11, 1975, at Des Moines, Iowa, and amended by further order, dated October 7, 1975, certifying Local Union No. 55, International Brotherhood of Electrical Workers, as exclusive bargaining representative for certain employees of the Utility, is hereby recognized by the Utility as the exclusive bargaining representative for such employees in matters pertaining to hours, rates of pay, and other subjects specified in this Agreement.

1.02 The Utility shall have in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

- a. Direct the work of its employees.
- b. Hire, promote, demote, transfer, assign and retain its employees within the Utility.
- c. Suspend or discharge its employees for proper cause.
- d. Maintain the efficiency of its operations.
- e. Relieve public employees from duties because of lack of work or for other legitimate reasons.
- f. Determine and implement methods, means, assignments and personnel to conduct its operations.
- g. Take such actions as may be necessary to carry out its mission.
- h. Initiate, prepare, certify and administer its budget.
- i. Exercise all powers and duties granted to it by law.

1.03 The above rights are reserved to and vested in management subject to the provisions of this Agreement.

The Utility and the Union agree to meet at reasonable times to negotiate in good faith with respect to the subjects specified in Section 9 of the Act.

1.04 The Utility and the Union agree that they will not participate in any prohibited practices as defined in the Public Employment Relations Act.

1.05 It shall be the objective of the Utility and the Union to provide equal opportunity in employment and promotion to all persons covered by the terms of this Agreement without regard to race, color, creed, sex, national origin or for any other reason prohibited by law.

1.06 The Utility and the Union recognize and agree that safety and training are the responsibility of the Utility. In order to meet this responsibility, the Utility and the Union shall maintain a Joint Labor Management Safety and Training Committee to develop and analyze proposed safety rules and training needs and to recommend the same to the General Manager.

Members of the Joint Safety and Training Committee shall be selected by the parties they represent. Their term of office shall be three (3) years unless removed by the parties they represent. The term of one (1) Management and one (1) Bargaining Unit Representative shall expire each year with successors to be determined in the same manner as which the original appointments were made.

The Committee shall consist of one (1) Management Representative, selected by the General Manager, and one (1) Bargaining Unit Representative, selected by the Union from the following departments: Power Generation, Transmission and Distribution, Water, and General. The Committee shall meet at least quarterly.

In case of a deadlock, both parties of the Joint Committee shall reduce their position and recommendations to writing and forward them to the General Manager who will make a decision within 30 days.

Any proposed change in safety rules will be reviewed by the committee and the committee shall have the opportunity to make recommendations to the General Manager. It is understood that the grievance procedures shall only be applicable to unreasonable applications or interpretations of safety rules.

1.07 The Utility agrees to make deductions for monthly Union dues upon proper written authorization by the employee, and to forward the amount so deducted to the Financial Secretary of the local Union in accordance with a procedure approved by the Utility and the Union. It is understood that any authorization for such payroll deduction shall be voluntary on the part of the employee and shall be subject to cancellation at anytime upon thirty (30) days written notice by the employee to the Utility. Should the Utility be held liable for any observance

or compliance with Union dues authorization, the Union will hold the Utility harmless from any such liability and any costs, expenses and attorney fees incurred thereby.

1.08 Employees will be paid biweekly via direct deposit to a financial institution of their choice, providing that it accepts direct deposits. Deposits will be transmitted so as to allow posting by the receiving institution on Thursday. Pay summaries will be available after 2:00 p.m. on Thursday. On a very limited basis paychecks may be requested in lieu of direct deposit providing the Utility is notified not later than 9:00 a.m. Monday. The employee need not explain the request.

1.09 The Utility will require physical examinations of all selected applicants prior to employment. The Utility will designate the physician and pay the cost of the pre-employment physical.

1.10 Any disciplinary letter placed in an employee's human resources file will be removed after a three-year period. Once removed from the human resources file, these letters will be maintained in a separate file and not be considered in the event of future disciplinary action.

ARTICLE II GRIEVANCE PROCEDURE

2.01 In the event of a grievance, which shall be defined as a question arising regarding the application or interpretation of this Agreement, the aggrieved employee will first discuss the matter with his immediate supervisor. If an agreement is not reached, the employee may proceed to Step 1.

Step 1 The employee, shall within fourteen (14) calendar days after the alleged grievance, submit his grievance in writing on forms supplied by the Union to the Utility department director, or his designated representative, and his Union steward. The written grievance must list the specific contract sections or policies which relate to the contract which are alleged to be violated and how they are violated. This will not prevent the Union from amending the contract citations at a later date. The department director and department supervisory personnel will then meet with the Union steward and employee to seek a satisfactory solution. If an agreement is not reached within twenty-eight (28) calendar days from the date of the alleged grievance, the employee may proceed to Step 2.

Step 2 Within seven (7) calendar days of the closing of Step 1, the employee shall submit the grievance in writing to the Utility General Manager or his representative, the Union steward, and the Union Business Manager or his representative. The department director, Utility General Manager or his representative, the Union steward, and the Union Business Manager or his representative will then meet in an effort to settle the grievance. The grievant may be available in the building for consultation with the Union. The parties positions shall be reduced to writing prior to the closing of Step 2. If an agreement is not reached within twenty-one (21) calendar days of the closing of Step 1, the employee may proceed to Step 3.

Step 3 If the employee is not satisfied with the disposition of the grievance at Step 2, he shall meet with the Union and if both determine that the grievance is meritorious, the Union shall submit a written request for binding arbitration within fourteen

(14) calendar days of the closing of Step 2 by delivery of the request to the General Manager.

Within fourteen (14) calendar days after written request for arbitration, the Utility and the Union, through its representative, shall attempt to agree upon a mutually acceptable arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) or the Federal Mediation and Conciliation Service (FMCS) at the choice of the Union. The list shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall meet within seven (7) calendar days of receipt of the list and determine the arbitrator by alternately striking a name. The person whose name remains shall be the Arbitrator. By mutual agreement, the parties may request a second list of arbitrators if the first list is unacceptable to them.

The arbitrator shall confer with the representatives of the Utility and the Union, and hold hearing promptly and shall issue his binding decision not later than thirty (30) calendar days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to recommend any decision which requires the commission of an act prohibited by law or which violates, modifies or alters the terms of the Agreement. The decision of the arbitrator shall be binding on both parties.

The costs for the services of the arbitrator, a court reporter, and the cost of the hearing room shall be borne equally by the Utility and the Union. Any other expenses incurred shall be paid by the party incurring same.

The time limit may be extended by mutual written agreement between the Utility General Manager and Union Business Manager or their representative.

ARTICLE III DEFINITIONS

3.01 "Seniority" as used herein, is defined as the right accruing to employees through length of service which entitles them to the preferences provided for in this Agreement.

3.02 "Qualifications" as used herein, is defined as the physical fitness, training, knowledge, ability, efficiency, skill, adaptability and attitude of an employee related to the particular work and classification with which the term is used.

The Utility shall have the right to establish reasonable qualifications for Bargaining Unit positions.

3.03 A "probationary" employee shall be one who has not yet attained seniority as provided and defined herein, but who has the potential and inclination to become a regular employee. The provisions of the Agreement regarding holiday pay, vacation benefits, and sick leave are applicable to probationary employees; however, probationary employees shall not have the right to resort to the grievance procedure for release from employment. They may apply for job vacancies, but may not resort to the grievance procedure to contest job awards.

3.04 A "temporary" employee shall be one who is hired for a specified period of time to perform a specific project. A temporary employee shall not attain seniority, nor shall he be entitled to holiday pay, sick leave, vacation or other benefits of the Agreement. Should a temporary employee be employed longer than the specified period of time, he shall be added to the seniority list and his seniority date shall be the date of last hire. A temporary employee hired to replace a regular employee on leave of absence will not have a specified period of employment; provided that if the position becomes vacant, it shall be posted at all pay levels pursuant to 4.07. The Chairman of Unit 55.10, IBEW, will be notified within twenty-one (21) days of the date of hire of all temporary employees.

3.05 A "regular" employee shall be one who has attained seniority after completion of the probationary period.

3.06 A "part-time" employee shall be one who has attained seniority after completion of the probationary period but regularly works less than forty (40) hours per week.

3.07 Where the term "man" or "his" is used in this contract it shall be inclusive of both genders.

3.08 "Departments" as used herein, are defined as Power Generation, Transmission and Distribution, Water, and General.

3.09 "Lack of work" as used herein can result in the layoff provisions being invoked through either a reduction in workforce or the elimination of positions.

ARTICLE IV
SENIORITY, JOB POSTINGS, AND JOB BIDDING

4.01 All new employees shall be hired as probationary or temporary employees.

4.02 All new employees shall serve a probationary period of six (6) months and may be released at any time during that period if the Utility determines that the employee is not qualified or suited for employment. All such employees who successfully complete their probationary period shall be added to the seniority list and shall be covered by the terms of this Agreement.

4.03 The seniority status of each employee covered by the classifications listed in Exhibit" A" shall be that which each employee has established by length of service with the Utility and length of service in a department. Seniority starting dates, for eligible employees, shall be the last date of employment and the beginning date in a department. Upon voluntary termination or termination for just cause the employee's Utility and departmental seniority rights shall be forfeited and shall not be reinstated should the employee be rehired at some future date. Departments shall be considered as Power Generation, Transmission and Distribution, Water, and General

4.04 Employees who have been laid off because of lack of work shall retain their seniority for a period of one (1) year if they are recalled to the employment of the Utility. As vacancies occur within a classification, employees who have been laid off shall be recalled in the reverse order of their layoff from the classification. Employees recalled to work under this provision shall report to work as promptly as circumstances permit but such period shall not exceed thirty (30) days unless mutually agreed upon by the Utility and the employee.

4.05 Departmental seniority rights shall govern in the matter of layoff because of lack of work. The first employee to be laid off in any classification shall be the employee with the least departmental seniority in that classification; but upon layoff, such employee may bump another employee in a classification with the same or lower wages in the department or such employee may bump another employee in a classification with the same or lower wages in another department in which he has worked and has the qualifications provided such employee has established more seniority in the department into which he is attempting to bump and has greater Utility seniority than the employee so being bumped. Any employee bumping into a job must have the qualifications, which shall be the judgement of management, to perform the job after a

reasonable break-in period. An employee bumping into a classification will be paid at the bottom step apprentice rate or at the highest apprentice/journeyman step he attained if he had previously established seniority in that classification.

4.06 Any employee of the Utility covered by this Agreement, who because of illness or injury, is prevented from working shall continue to accumulate seniority for the period of his absence from work due to such illness or injury for the period of his absence, but in no event for more than one year. If the employee is able to return to work within the one-year period, he shall be reinstated to his former position with full seniority rights, provided he is qualified to perform the job. It is understood that when such employee returns to work, the regular rules of seniority will prevail for those employees below him on the seniority list. If the employee is unable to return to work within one year, he shall cease to be considered an employee of the Utility. Such time period may be extended with the mutual consent of the employee, or his representative, and the Utility, but in no event longer than two years from the date of injury or commencement of the illness.

4.07 All job vacancies for the classifications certified in Section 1.01 of Article 1 shall be posted for five (5) working days in all departments and a copy of all postings will be sent to the chairman of the unit. If the posting has been modified from the previous time the position was posted, the chairman will be informed of the previous revision date or sent a copy of the previous posting. The rate of pay may be a range of pay and determination of the applicant's qualification level forth a various rates within that range shall be the judgement of management

All promotions and promotional job bidding will be based on the following factors:

- a. Physical fitness, previous training, knowledge, ability, efficiency, skill adaptability and attitude.
- b. Seniority.

Where factors in "a" are equal as to the employees being considered for promotion, seniority shall govern.

Determination of qualifications as set forth in "a" above shall be the judgement of management, both to establish and evaluate.

In addition, it is agreed by the Utility and the Union that the Utility shall establish the qualifications, rate of pay and shift hours for any new classifications that may be established which would properly come under the jurisdiction of the Union by the certification order. The Utility will meet with the Chairman of Unit 55.10, to negotiate with the Unit on the rate of pay for new classifications. Should the parties fail to reach agreement, either party may request mediation. However, the matter shall not be subject to arbitration, but rather the rate of pay would be subject to negotiation at the next re-opening of the Agreement.

4.08 For the convenience of the Utility, temporary assignments may be made until bids are received and permanent assignments are made. When an employee is temporarily assigned to another job, his seniority will continue to accrue in his regular job classification. If an employee has previously been qualified in a classification, he shall receive the classification rate of his previous qualifying level.

4.09 In the event an employee chooses not to bid for or accept a promotion, the fact shall have no effect on his right to bid for or accept any other future promotions.

4.10 In case an employee is not at work during the period of the job posting, the employee can request notification of job postings by advising his steward or supervisor who shall make proper notification on the posting list.

4.11 When a job is filled through the above procedure, the Utility will, within 45 days of the date of the original posting, post a notice giving the name of the successful bidder and send a copy of the notice to the Chairman of Unit 55.10, IBEW.

4.12 If, after posting job vacancies through the above procedures, no qualified bids are received, the Utility will hire a new employee or may require a qualified existing employee with the least departmental seniority to transfer to the job, such job shall be of the same or higher classification as the employee's present job.

4.13 An employee who successfully bids a new job classification shall be given no more than six (6) months training and qualifying period to determine if the employee can meet the job requirements. During this period he shall be eligible to bid any additional posted job vacancies. However, the Utility is not obligated to consider the employee for posted job vacancies. This

decision is not grievable. If, during the six month training and qualifying period it is determined, in the judgement of Management, that the employee is not qualified to perform the work of the new job classification, the employee will be transferred back to his former job classification and shall have included in his seniority the time he spent in the new job classification.

4.14 It is understood and agreed by both parties hereto that seniority is terminated as the result of retirement resignation, discharge for cause or failure to respond to recall as provided in Section 4.04.

4.15 In the event the Utility finds it necessary to reduce its labor force, the affected employees shall be given a two (2) week notice prior to the reduction. Employees discharged for just cause shall not be entitled to advance notice as provided herein.

4.16 Regular employees on seniority lists leaving the employment of the Utility of their own volition shall give the Utility two (2) working weeks notice or forfeit all rights under this Agreement.

**ARTICLE V
WORKING HOURS AND SCHEDULES**

5.01 The regular work week for all employees shall be on a forty (40) hour straight time basis. Regular hours of employment will not exceed eight (8) hours in any twenty-four (24) hour period. The Non-rotating and Rotating shift employees shall observe the following work schedules:

NON-ROTATING SHIFT EMPLOYEES

Scheduled working hours for Non-rotating shift employees shall fall within the following work schedules:

Power Generation

All Year--(Lab Technician*, Maintenance and Personnel classified as Relief* when not relieving)

7:00 a.m. - 3:30 p.m.
(With 1/2 hour unpaid lunch period taken on job site, to begin at the discretion of the Utility between the hours of 11:00 a.m. and 1:30 p.m.)

Transmission and Distribution

All Year--(Lineman, Tree Trimmer, Tree Trimmer Foreman, and Substation Electrician)

8:00 a.m. - 4:00 p.m.
(With 15 minute paid lunch period taken on job site to begin at the discretion of the Utility between the hours of 11:00 a.m. and 1:30 p.m.)

Service--All Year

8:00 a.m. - 4:30 p.m.
(With 1/2 hour unpaid lunch period taken on job site, to begin at the discretion of the Utility between the hours of 11:00 a.m. and 1:30 p.m.)

Water

All Year--(Water Production Operators)*

8:00 a.m. - 4:00 p.m.
(With 15 minute paid lunch period taken on job site, to begin at the discretion of the Utility between the hours of 11:00 a.m. and 1:30 p.m.)

General

Master Fleet Equipment Technician and
Fleet Equipment Technician

8:00 a. m. - 4:30 p. m.
(With 1/2 hour unpaid lunch period taken on
job site, to begin at the discretion of the Utility
between the hours of 11:00 a.m. and 1:30
p.m.)

or

2:00 p.m. -10:30 p. m. (With 1/2 hour unpaid
lunch period taken on jobsite, to begin at the
discretion of the Utility between the hours of
5:00 p.m. and 6:30 p.m.)

Meter Reader*

8:00 a.m. - 4:30 p. m.
(With 1/2 hour unpaid lunch period taken on
job site, to begin at the discretion of the Utility
between the hours 11:00 a.m. and 1:30 p.m.

Property Maintenance Person*

8:00 a.m. - 4:30 p. m.
(With 1/2 hour unpaid lunch period taken on
job site, to begin at the discretion of the Utility
between the hours of 11:00 a.m. and 1:30
p.m.)

Storekeeper*: Power Plant

7:00 a. m. - 3:30 p. m.
(With 1/2 hour unpaid lunch period taken on
job site, to begin at the discretion of the Utility
between the hours of 11:00 a.m. and 1:30
p.m.)

Storekeeper*: A/O Center

December 1 -- February 28/29

8:00 a.m. - 5:00 p.m.
(With 1 hour unpaid lunch period to begin at
the discretion of the Utility between the hours
of 11:00 a.m. and 1:30 p.m.)

March 1 -- November 30

8:00 a.m. - 4:30 p. m.
(With 1/2 hour unpaid lunch period taken on
job site, to begin at the discretion of the Utility
between the hours of 11:00 a.m. and 1:30
p.m.)

The following non-rotating classification shall be exempt from specified shift schedules as pro-
vided in 5.01:

Utility Person

ROTATING SHIFT EMPLOYEES

Scheduled work hours for rotating shift employees shall fall within the following work schedules (See also "Union--Management Letter of Understanding on 12-Hour Shift" in back of Agreement):

Power Generation

(Operations)

Shift 1 -- All Year 10:30 p. m. - 6:30 a. m.
(Eat on the job and observe no lunch period)

Shift 2 -- All Year 6:30 a.m. - 2:30 p. m.
(Eat on the job and observe no lunch period)

Shift 3 -- All Year 2:30 p.m. - 10:30 p. m.
(Eat on the job and observe no lunch period)

(Material Handling)
Shift 1 -- All Year 6:00 a. m. - 2:30 p. m.
(With 1/2 hour unpaid lunch period taken on job site, to begin at the discretion of the Utility between the hours of 10:30 a.m. and 1:00 p.m.)

Shift 2 *:
 April 1 -- November 30 2:00 p. m. - 10:30 p. m.
(With 1/2 hour unpaid lunch period taken on job site, to begin at the discretion of the Utility between the 3rd and 6th hour of the shift)

 December 1 -- March 31 9:00 a.m.-5:30 p.m.
(With 1/2 hour unpaid lunch period taken on job site, to begin at the discretion of the Utility between the 3rd and 6th hour of the shift)

*Shift, shift hours or working days shall be flexible within the work week and may be changed with twenty-four (24) hours' notice (see 5.01).

For non-rotating shift employees, work days shall be five (5) consecutive calendar days within a work week, either Monday through Friday or Tuesday through Saturday. For rotating shift employees, work days shall be any five (5) days for work week.

A two (2) week written notice shall be provided the affected employee when a permanent change in the work week is made by Management

It is understood and agreed that the lunch period will not be varied except when necessitated for efficient operation of the Utility or emergency work. Employees observing a (1/2) half-hour unpaid lunch period shall observe the lunch period free from work interruptions unless an emergency exists. The employee who is called away from his or her lunch under an emergency situation shall be paid at the time and one-half rate for the time worked during his or her lunch period.

5.02 Any employee's shift or starting time may be changed upon notice at least twenty-four (24) hours prior to the starting time of the different shift. Overtime will be paid to employees for their first shift worked in the absence of twenty-four (24) hour notice. The shift or starting time of employees classified as "relief" is subject to change with less than twenty-four (24) hour notice without the requirement for overtime as provided in this section.

5.03 Utility vehicles shall not be used for transportation to a place to eat under any circumstances without the approval of Management.

5.04 An employee who has worked sixteen (16) hours or more in the twenty-four (24) hour period immediately prior to the time of the employee's release, shall upon release be entitled to an eight (8) hour rest period before the employee returns to work. If this rest period extends into the employee's regularly scheduled working hours for four (4) or more hours, the employee shall be excused from the employee's regular tour of duty for the day and shall lose no pay thereby. If the rest period extends into the employee's regularly scheduled hours by less than four (4) hours, the employee shall be excused from that four (4) hour portion of the employee's regular day and lose no pay thereby.

In addition, an employee who has not had the opportunity to have sufficient rest due to being called to work outside the normal working hours may be granted time off with pay for rest. The amount of time off and the time at which it is taken shall be the sole discretion of the Utility.

5.05 When an employee has worked sixteen (16) hours in a twenty-four (24) hour period and has not been released for an eight (8) hour rest period, the employee shall be paid double time thereafter for all hours worked until the employee is released.

5.06 The provisions of 5.04 and 5.05 apply to twenty-four (24) hours immediately prior to a shift worker's time of release and the twenty-four (24) hour period commencing with a non-rotating shift employee's normal starting time.

5.07 When the Utility requires an employee to standby for a holiday, weekday or a weekend, the employee shall be paid for such standby duty as follows:

The employee will receive 1.5 hours pay for weekdays, Friday, and Saturdays at one and one-half (1 1/2) times his regular rate and 1.5 hours pay for each Sunday and holiday at two (2) times his regular rate which shall be considered a base block of pay for the inconvenience on having to standby. In addition to the base block of pay the employee shall receive a two-hour minimum at the applicable overtime pay for call-outs while on standby. Multiple call-outs within a two hour period do not count as additional call-outs.

5.08 Duty time for standby is as follows:

Weekday standby: Monday - Thursday
4:00 p. m. - 8:00 a. m. (following day)

Weekend standby: Friday - Sunday
4:00 p.m. Friday - 8:00 a.m. Monday (Friday standby runs from 4:00 p.m. Friday to 8:00 a.m. Saturday, Saturday standby runs from 8:00 a.m. Saturday to 8:00 a.m. Sunday, and Sunday standby runs from 8:00 a.m. Sunday to 8:00 a.m. Monday)

Weekend standby (Friday, Saturday, and Sunday including a holiday if it falls on Thursday or Monday) will be handled by preparing a rotating list established by the Utility with each person on the list taking standby for the entire weekend he is assigned standby. Weekday standby will be handled by preparing a rotating list established by the Utility with each person on the list taking standby his assigned day. Qualified employees may exchange standby duty subject to the approval of the Utility.

5.09 On weekdays the Utility will attempt to avoid overtime for the employee who is scheduled for weekday standby. The employee on standby will take the designated truck home on that day.

5.10 If the Utility requires an employee to work outside its normal service area, the Utility will pay the employee's actual reasonable, and necessary lodging and meal expense upon presentation of a receipt.

5.11 If an employee is required to assist another Utility away from the Utility's normal service area, the employee shall be paid his regular rate of pay or the prevailing rate of pay of the other Utility whichever is higher for all hours worked. The employee will receive his regular rate of pay for any travel time required under this provision.

5.12 The Utility will not require employees to work out of doors continuously in unreasonable weather conditions, unless such work is necessary to protect life or property, or to maintain reasonable service to the public. It is the intent that regularly scheduled work would not be performed continuously outdoors when the temperature, as determined by the Utility, drops to zero or below. This would not apply to emergency work, nor would it preclude retrieving from outdoors, equipment and/or materials for repairs, overhaul and/or assembly indoors on the days when the temperature is at the levels stated above.

ARTICLE VI
CLASSIFICATION AND WAGE RATES

6.01 Hourly rates of pay will be determined on the basis of occupational classification as shown in Exhibit "A" of this Agreement.

6.02 Any regular employee temporarily assigned for a period of four (4) consecutive hours or more to a job classification other than that to which the employee is regularly assigned shall receive the employee's own rate of pay or the starting rate of pay in such other job classification whichever is higher.

6.03 A regular employee temporarily assigned to act in a nonbargaining supervisory position for a period of four (4) consecutive hours or more shall receive the employee's regular rate of pay plus an additional \$1.50 per hour.

6.04 Although an employee will normally perform work associated with the employee's regular work classification, the employee will be expected to perform any work he can safely do connected with the operation of the Utility. This provision will in no way infringe upon management's prerogative to direct the work of its employees. No employee shall suffer a reduction in pay for performing work in a lower paid classification.

6.05 Non-rotating shift employees who are given twenty-four (24) hours notice and scheduled working hours different than their regular shift will receive forty cents (40¢) per hour shift differential. (The shift differential will not be paid if overtime is being paid.)

ARTICLE VII OVERTIME

7.01 All authorized overtime for employees covered by this Agreement shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate except as provided below.

7.02 The employee shall receive two (2) times the employee's regular rate of pay for work performed on Sunday if Sunday is the employee's day off. In case of rotating shift workers, the first day off is considered Sunday for double time purposes, should they be called to work on that day.

7.03 Double time shall be paid to hourly rated employees for emergency work performed in the seven (7) hour period immediately preceding one (1) hour of scheduled starting time.

7.04 If an hourly rated employee is called back to work after having been released from his regular day's work, he shall be paid on an overtime basis with a minimum of two (2) hours pay at the applicable overtime rate.

7.05 Employees shall not be required to take time off during regularly scheduled working hours for overtime worked or to be worked.

7.06 Shifts and shift starting times for non-rotating classifications will not be changed for the sole purpose of avoiding payment of overtime.

7.07 All overtime work shall receive prior approval by the employee's immediate supervisor.

7.08 When an employee works more than two hours beyond the normal stopping time of his regular eight hour shift, and he received notification to work overtime less than one hour prior to his starting time or sometime during his regular eight hour shift, the Utility shall furnish such employee with meals, the first at a time as near as practical to his next normal meal hour after the normal stopping time of his regular eight hour shift and at six (6) hour intervals thereafter while such work continues. When the work which is being performed is to be continued after the meal provided in this section has been eaten, the employee shall be paid at the appropriate overtime rate for the time taken to eat. If an employee is due a meal and does not receive a

meal and the time to eat it due to the emergency nature of the work, they shall be paid for a meal and 1/2 hour of pay at the appropriate overtime rate.

7.09 An employee who is called to work prior to the normal starting time of his regular eight hour shift and receives notification less than one hour prior to that new starting time shall be entitled to a breakfast and lunch (if his shift observes a 1/2 hour unpaid lunch period or no lunch period) if he works into and through his regular eight hour shift or is released less than one hour prior to the normal starting time. If an employee is called back with less than one hour's notification after having been released and misses a meal, he shall be entitled to a meal provided by the Utility if he works more than four hours.

7.10 The maximum amount that the Utility will reimburse an employee for a meal or the maximum cost of a meal that the Utility will purchase will be \$9.00. Receipts are not required.

7.11 It is the intention of the parties that meals be eaten when earned.

ARTICLE VIII HOLIDAYS

8.01 All regular and part-time employees of the Utility will be granted nine (9) holidays during the year. These holidays will be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, or days observed as such.

8.02 Regular employees, who are not required to work on a holiday, will receive eight (8) hours pay at the employee's regular base rate for the holiday.

8.03 All regular part-time employees, who are not required to work on a holiday, will receive pay equal to 1/10 of the regular biweekly pay.

8.04 When a regular employee is required to work on a holiday or a day observed as such, the employee shall be paid at the rate of two and one-half (2 1/2)* times the employee's regular straight time base rate which is inclusive of holiday pay for any hours worked during the employee's normal eight (8) hour work day and two (2) times the employee's regular straight time base rate for any hours worked before or after the employee's normal eight (8) hour work day.

When a regular part-time employee is required to work on a holiday or a day observed as such, the employee shall be paid at the rate of two and a half (2 1/2)* times the employees straight time base rate which is inclusive of holiday pay for any hours worked during the employees normal work day as computed in Section 8.03, above, and one and one-half (1 1/2)** times the employees regular straight time base rate for any additional hours worked, up to eight (8) hours, and two (2) times the employees straight time base rate for any hours worked beyond eight (8).

* Three (3) times for Thanksgiving, the Friday after Thanksgiving, Christmas Eve Day and Christmas.

** Two (2) times for Thanksgiving, the Friday after Thanksgiving, Christmas Eve Day and Christmas.

8.05 When a holiday falls on Sunday, the following day shall be observed as the holiday except as provided in Section 8.07.

8.06 When a holiday falls on a Saturday, the preceding day shall be observed as the holiday except as provided in Section 8.07.

8.07 When Christmas falls on Saturday, the Christmas holiday will be observed on the preceding Friday and Christmas Eve holiday will be observed on Thursday. When Christmas falls on Sunday, the Christmas holiday will be observed on the following Monday and the Christmas Eve holiday will be observed on the preceding Friday. When Christmas falls on Monday, Christmas will be observed on Monday and Christmas Eve will be observed on the following Tuesday.

8.08 In the event a holiday falls within an employee's vacation period, the holiday will not be considered as part of the vacation.

8.09 Rotating shift employees required to work on a holiday shall be paid holiday pay on the day of the holiday rather than the day observed as such.

8.10 To qualify for holiday pay, the employee must have worked the last scheduled day before and the first scheduled day following the holiday, unless such failure to work is caused by one of the following reasons:

- a. Personal illness
- b. Jury duty or fulfilling military obligations.
- c. Death in the family in accordance with Sections 10.13 and 10.14. Proof for the above absences may be required by the Utility.
- d. Vacation
- e. Time off to conduct Union business in accordance with Section 10.18.

8.11 All regular and part-time employees covered by this Agreement shall be entitled to two (2) Personal Days to be taken in hourly increments subject to operating considerations. All arrangements for use of the Personal Day shall be made by the employee with his immediate supervisor and such request shall not be unreasonably denied. Personal Days will not be granted to a probationary employee hired in November or December until January 1. Employees may carry over a maximum of two (2) Personal Days per calendar year.

ARTICLE IX VACATION

9.01 All regular and part-time employees covered by this Agreement shall be entitled to vacations with regular straight time base pay, in accordance with the following:

- a. On the anniversary date of the first year of full-time continuous employment, the employee shall be entitled to a vacation of one (1) week.
- b. On the anniversary date of the second year of full-time continuous employment, the employee shall be entitled to a vacation of two (2) weeks and a like vacation in each calendar year thereafter.
- c. In the calendar year in which the employee's seventh (7) anniversary of full-time continuous employment shall occur, the employee shall be entitled to a vacation of three (3) weeks and a like vacation in each calendar year thereafter.
- d. In the calendar year in which the employee's fifteenth (15) anniversary of full-time continuous employment shall occur, the employee shall be entitled to a vacation of four (4) weeks and a like vacation in each calendar year thereafter.
- e. In the calendar year in which the employee's twenty-fifth (25) anniversary of full-time continuous employment shall occur, the employee shall be entitled to a vacation of five (5) weeks and a like vacation in each calendar year thereafter.

9.02 During the employee's first year of full-time continuous employment, employee shall be allowed to use one (1) week of the vacation granted in 9.01a. If the employee terminates employment within his first year, any used vacation will be reimbursed to the Utility.

9.03 An employee who retires shall be entitled to vacation benefits accrued during the current year to the time of retirement on a prorated basis.

9.04 When an employee resigns, and provided he has given the Utility at least two (2) weeks' notice of such resignation, the employee shall be paid vacation benefits up to the date of resignation on a prorated basis provided he has been employed one (1) full year.

9.05 When an employee is terminated for just cause, the employee shall be paid vacation benefits up to the date of termination on a prorated basis provided he has been employed one (1) full year.

9.06 All arrangements for vacation shall be made by the employee with his immediate supervisor and all vacations shall be taken at a time so as not to seriously interfere with the efficient operation of any department although the Utility will attempt to comply with the wishes of the employee whenever possible. Where reasonably possible, departmental seniority will prevail in scheduling vacations.

9.07 Should an emergency exist and the Utility deems it necessary to require an employee not to take a scheduled vacation, the employee shall be paid for such vacation at one and one-half the employee's regular straight time base in addition to his regular compensation for performing his regular duties.

9.08 An employee shall be allowed to carry a maximum of five (5) days vacation over to the next year.

9.09 Employees may "sell back" a single block of 40 hours of unused vacation to the Utility each calendar year beginning January 1, 1998. Compensation for this time may be, at the option of the employee, in a separate check, in the employee's regular payroll deposit, or in deferred compensation.

ARTICLE X
SICK LEAVE—OTHER LEAVE

10.01 Sick leave for all regular employees shall accrue at the rate of eight (8) hours for each full calendar month of employment during the calendar year. Regular employees returning from an unpaid leave pursuant to Section 11.08, after reaching full-time continuous service for 30 days shall receive prorated credit. Upon completion of the 30 days, prorated sick leave credit will be based upon the proportion of the number of days remaining in the month divided by the total number of days in the month. This fraction will be multiplied by 8 hours and rounded to the nearest hour.

10.02 Sick leave for all part-time employees shall accrue on a prorated basis to be determined by the number of hours normally scheduled.

10.03 Unused sick leave may be accrued not to exceed 920 hours or 115 working days.

10.04 Deductions for sick leave used will be in hourly increments for absence from the job site due to sickness.

10.05 If it is necessary for an employee to schedule a doctor or dentist appointment during regular scheduled working hours, the time away from the job site will be deducted from accrued sick leave in increments of thirty (30) minutes. Six (6) hours maximum sick leave will be granted unless the doctor or dentist administers treatment and recommends additional time absent from duty. Except in an emergency, the employee is required to provide a thirty-six (36) hour notification to a supervisor within his department of a doctor or dentist appointment which requires time away from the job. This notification will normally be made on the shift immediately following the time the appointment is made.

10.06 It is expected by both parties to this Agreement that claims made by employees for sick leave will be made in good faith. However, if the Utility feels that an employee has or is abusing sick leave privileges, the employee may be asked to get physician's certificate verifying the sickness. The physician's certificate will be at the employee's expense. The physician verifying the sickness will be of the Utility's choice and will practice in Muscatine.

10.07 Abusing sick leave provisions shall be sufficient cause for termination of employment or other disciplinary action deemed appropriate by the Utility. The employee is also subject to discipline from the Union.

10.08 An employee who is absent due to sickness or off-the-job injury shall notify his supervisor prior to the employee's scheduled starting time on the first day of such absence and regularly thereafter until the employee returns to work. Information on the nature of the illness or injury and the expected duration of the absence will be provided the supervisor on the notification of the use of sick leave.

10.09 Sick leave benefits will not be available for any employee for injuries sustained by such employee while engaged in or employed by any business other than this Utility.

10.10 The Utility does not approve the interchanging of vacation, sick leave, or lost time due to on-the-job accidents. Such interchange may be permitted only in case of extreme emergency, and then only with prior consent and to the extent approved by the General Manager of the Utility.

10.11 Termination of an employee's service with the Utility shall terminate any and all obligation of the Utility in connection with unused sick leave.

10.12 Sick leave benefits shall not accrue to temporary employees.

10.13 In case of death in a regular or part-time employee's immediate family, the employee upon request shall be granted a leave of absence without loss of pay for time off during regularly scheduled work hours between the time of death and the day following the funeral; such time not to exceed three (3) work days. The employee's immediate family shall be understood to be: father, mother, sister, brother, wife, husband, son, daughter, grandchild, father-in-law and mother-in-law (including any "step" relationships). In case of death of an employee's grandparent, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, such leave of absence shall not exceed one work day. Under extenuating circumstances, this provision may be extended at the discretion of the Department Director.

10.14 An employee will be granted necessary time off to serve as a pallbearer not to exceed one (1) work day. The Utility expects to provide adequate time to perform the duties of pallbearer but no more than necessary.

10.15 Time off permitted under 10.13 and 10.14 shall not be charged against vacation or sick leave.

10.16 An employee who is called for jury duty shall be paid the difference between his regular straight time earning and the amount of his jury pay for each regular work day which he is required to report to the court. If he is temporarily excused from jury duty, he shall return to work and complete his regular work day.

10.17 When an employee who is a member of the National Guard or the Organized Reserve Corps of the U.S. Armed Forces is ordered by qualified authority to report for duty for training purposes or an emergency, the Utility will pay such employee an amount equivalent to the difference between his regular pay for such military service and his regular straight time base pay for a period of not more than thirty (30) days in any one (1) year. The time devoted to such active military duty not in excess of thirty (30) days in any one (1) year shall not be counted against such employee's regular vacation period.

10.18 An employee of the Utility who may be duly delegated to transact business for the Union which requires his absence from duty with the Utility shall, upon forty-eight (48) hours written notice to the employee's immediate supervisor and with the department director's permission, be allowed to absent himself without pay for sufficient time to transact such business. Time off under this provision shall not exceed ten (10) working days per calendar year. Not more than two (2) employees will be allowed time off under this provision at the same time.

10.19 An employee who is injured in the performance of his regular duties shall be paid the regular wage for the day of the injury, regardless of the time of day the accident occurs.

10.20 Regular and part-time employees who suffer on-the-job lost-time injuries shall be paid a supplemental wage payment which together with the amount of Worker's Compensation received (amount paid under the Iowa's Worker's Compensation law) will not exceed eighty (80) percent of the regular straight time base pay of the injured employee unless the employee is on light duty as described in Section 10.21.

10.21 At the discretion of the Utility, a regular or part-time employee may be allowed to return to work on light duty within written limitations outlined by the attending physician. While on light duty, the employee may be assigned responsibilities outside of his normal routine. Pay received for light duty will be 50% of the employee's regular rate plus the amount stipulated by Iowa's Worker's Compensation Law.

10.22 The provisions of Section 11.06 will apply to an employee on light duty as if that employee was not at work. The employee will be considered to have returned to work when released from light duty by the attending physician.

10.23 The length of time that the Utility supplements the Worker's Compensation payments will be one (1) calendar month for each two (2) full years of employment, with payments extending over a minimum of two (2) months but not beyond the period of loss of time from work.

10.24 Employee's classified as temporary employees will not receive a supplemental payment from the Utility but will receive the amount provided by Worker's Compensation.

ARTICLE XI
RETIREMENT—GROUP INSURANCE BENEFITS

11.01 All regular employees will be provided with \$50,000 of term life insurance protection while employed by the Utility. Part-time employees will have an insurance amount prorated based upon their projected scheduled normal number of working hours. Upon termination of employment for any reason, this insurance terminates. Subject to insurance carrier's rules and rates, upon retirement employees will have an option to purchase insurance through that carrier at their own expense. The amount and rate will not be based on the Utility's group policy.

11.02 The Group Health Insurance plan is available to all regular and part-time employees of the Utility for sickness or accident resulting from non-occupational causes. Eligible employees may also include their dependents in the Group Health Insurance program. The Utility will pay eighty-five (85%) percent of the premium for employee or family coverage under the Alliance Select Plan (or equivalent health plan). The Flexible Benefits Program will be available.

11.03 The Group Dental Insurance plan is available to all regular and part-time employees of the Utility. Eligible employees may also include dependents in the Group Dental Insurance program. The Utility will pay fifty (50%) percent of the premium for the employee's and the dependents' coverage. Participation in the plan is voluntary with the understanding that if participation falls below fifty percent (50%) of the eligible bargaining unit employees the plan is terminated and the Utility is not obligated to provide a substitute benefit.

11.04 The Group Long-Term Disability (LTD) Insurance is available to all regular and part-time employees of the Utility. This insurance provides a monthly benefit of sixty percent (60%) of the employee's basic monthly salary or wage for employees who become totally disabled. The benefit is payable after a sixty (60) calendar day waiting period. If permitted by the carrier, employees annually will have the option of having the Utility pay the premiums, or paying the premiums themselves and having the Utility gross their wages up by the amount of the premiums. Employees who are potentially eligible for LTD benefits shall apply in a timely fashion for the benefit. Upon qualification, they shall no longer be eligible to receive sick leave benefits for as long as they are receiving LTD payments.

Group Long-Term Disability benefits will not be available for any employee for injuries sustained by such employee while engaged in or employed by any business other than this Utility.

11.05 In case of death of a regular or part-time employee, the Utility will pay such employee's beneficiary or legal representative the amount of the employee's salary or wage earned up to and including the day of death, plus an additional amount equivalent to two weeks pay at the employee's regular daytime base rate of pay.

11.06 Should a regular or part-time employee while observing the Utility's safety rules be injured on the job and as a result be unable to report to work, the employee shall accrue vacation, sick leave and holiday benefits; and the Utility during such absence shall pay the insurance payments called for in this Agreement and shall pay pension contributions when applicable based upon the employee's earnings from the Utility during such an absence. Such accruals of benefits and payments shall continue up to one (1) year from the date of injury. If the employee is unable to return to work within one (1) year, he shall cease to be considered an employee of the Utility. Such time period may be extended with the mutual consent of the employee, or his representative, and Utility, but in no event longer than two (2) years from the date of injury. A request for such an extension must be in writing thirty (30) calendar days prior to the expiration of the first year.

11.07 Should a regular or part-time employee be unable to report to work by reason of an off-the-job injury or sickness, the employee shall accrue vacation, sick leave and holiday benefits for as long as the employee is receiving sick leave payments or vacation payments provided for herein and the Utility will pay the insurance benefits provided for herein for up to one (1) year from the date of injury or commencement of the sickness. If the employee is unable to return to work within one (1) year, he shall cease to be considered an employee of the Utility. Such time period may be extended with the mutual consent of the employee, or his representative, and Utility, but in no event longer than two (2) years from the date of injury. A request for such an extension must be in writing thirty (30) calendar days prior to the expiration of the first year. An employee who receives an off-the-job injury while engaged in or employed by any business other than this Utility shall not be entitled to any such benefits provided in this section.

11.08 An employee shall not be deemed to have returned from a leave by reason of an on-the-job or off-the-job injury or sickness until such employee has returned to full-time continuous service for a period of thirty (30) days. The Utility reserves the right to require medical proof of the employee's ability to return to full-time employment after such an injury or sickness.

11.09 For purposes of Section 11.08, a "leave" shall be defined as time off from work due to an injury or illness during which the employee receives no wage from the Utility.

11.10 Employees who are required to have a commercial driver's license (CDL) will be reimbursed the difference between the cost of the CDL and a regular driver's license upon presentation of a receipt.

(This Article is intended to contain only a brief description of the retirement and group insurance plans. The complete plans are outlined in the employees group insurance and retirement booklets.)

ARTICLE XII SAVINGS CLAUSE

12.01 In the event any provisions of this Agreement conflict with any law of the United States or of the State of Iowa, as determined by a court of competent jurisdiction, that part of said Agreement in conflict therewith shall not be applicable until such laws be changed, either by legislative action or judicial interpretation. It is specifically agreed, however, that all provisions of said Agreement not in conflict with the applicable laws shall be enforceable, and only that part that conflicts with said law shall be unenforceable, and nothing contained in this Agreement shall be construed as to require the Utility or the Union to violate any applicable laws. Both Utility and the Union state it is their intent to comply with all existing laws.

12.02 The Waiver of either of the parties hereto of a breach of this Agreement by the other party shall not operate as, nor shall it be construed as, a Waiver of any other breach, or of any subsequent breach.

12.03 This Agreement when ratified by the employees of the Utility and approved by the International Brotherhood of Electrical Workers International Office and the Board of Water, Electric, and Communications Trustees shall be effective as of December 11, 2005, and shall continue in full force until the termination of the Agreement as outlined in 12.04, and shall automatically be extended for each subsequent yearly period unless written notice is given by either party to the other party one-hundred and twenty (120) days prior to the expiration of any such period that they wish to amend or terminate this Agreement. The parties agree to meet as promptly as possible after such notice. Fact-finding will be waived as part of the negotiating process.

12.04 Attached hereto are wage rates for job classifications currently in effect. These wage rates shall become part of this Agreement and shall be designated as Exhibit "A". Wage rates during the course of the contract will become effective as follows:

December 11, 2005 – December 9, 2006

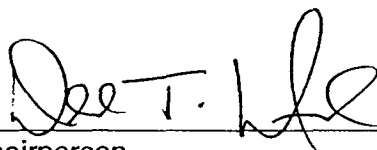
- A general wage increase of 3.50 percent for all bargaining unit positions.

December 10, 2006 – December 8, 2007


- A general wage increase of 3.50 percent for all bargaining unit positions.

In Witness Whereof, the Utility and the Union have executed this Agreement each by its officers thereunto duly authorized this December 11, 2005.

BOARD OF WATER, ELECTRIC, AND
COMMUNICATIONS TRUSTEES
OF THE CITY OF MUSCATINE, IOWA

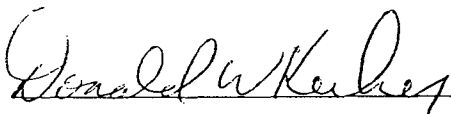


Chairperson

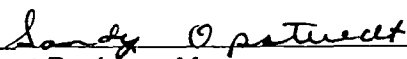


General Manager

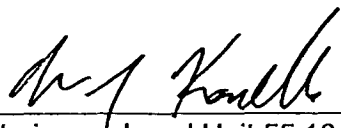
Attest:



INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL NO.55



Assistant Business Manager
Local 55



Chairman, Local Unit 55.10

Attest:

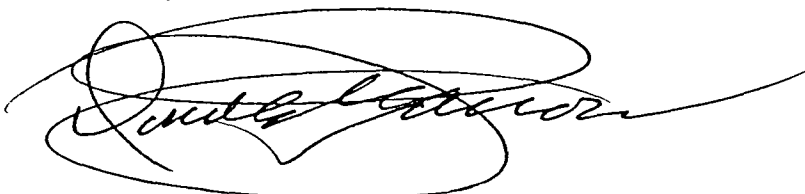


EXHIBIT "A"
WAGE RATES

EXHIBIT "A"
MUSCATINE POWER AND WATER WAGE RATES

	12/11/05 3.5% GWI	12/9/06 3.5% GWI		12/11/05 3.5% GWI	12/9/06 3.5% GWI
<u>POWER GENERATION DEPARTMENT</u>					
Utility Person Apprentice A	16.66	17.24	Relief Material Handling Helper Apprentice C	17.19	17.79
Utility Person	17.13	17.73	Relief Material Handling Helper Apprentice B	18.86	19.52
			Relief Material Handling Helper Apprentice A	20.33	21.04
Storekeeper Apprentice D	17.77	18.39	Relief Material Handling Helper	22.40	23.18
Storekeeper Apprentice C	19.76	20.45			
Storekeeper Apprentice B	20.06	20.76	Material Handling Equip Op Apprentice D	22.59	23.38
Storekeeper Apprentice A	20.61	21.33	Material Handling Equip Op Apprentice C	23.14	23.95
Storekeeper	21.05	21.79	Material Handling Equip Op Apprentice B	23.64	24.47
			Material Handling Equip Op Apprentice A	24.24	25.09
Lab Technician Apprentice E	18.37	19.01	Material Handling Equipment Operator	24.73	25.60
Lab Technician Apprentice D	19.53	20.21			
Lab Technician Apprentice C	20.75	21.48	Relief Mat'l Handling Equip Op Apprentice D	22.59	23.38
Lab Technician Apprentice B	21.98	22.75	Relief Mat'l Handling Equip Op Apprentice C	23.14	23.95
Lab Technician Apprentice A	23.14	23.95	Relief Mat'l Handling Equip Op Apprentice B	23.64	24.47
Lab Technician	24.36	25.21	Relief Mat'l Handling Equip Op Apprentice A	24.24	25.09
			Relief Material Handling Equipment Operator	24.73	25.60
Senior Lab Technician	25.12	26.00			
			Maintenance Helper Apprentice C	17.51	18.12
Auxiliary Operator Apprentice E	20.54	21.26	Maintenance Helper Apprentice B	19.08	19.75
Auxiliary Operator Apprentice D	21.12	21.86	Maintenance Helper Apprentice A	20.61	21.33
Auxiliary Operator Apprentice C	21.70	22.46	Maintenance Helper	22.60	23.39
Auxiliary Operator Apprentice B	22.37	23.15			
Auxiliary Operator Apprentice A	22.88	23.68	Maintenanceman Apprentice D	23.37	24.19
Auxiliary Operator	23.54	24.36	Maintenanceman Apprentice C	23.90	24.74
			Maintenanceman Apprentice B	24.39	25.24
Relief Auxiliary Operator Apprentice E	20.20	20.91	Maintenanceman Apprentice A	25.00	25.88
Relief Auxiliary Operator Apprentice D	20.78	21.51	Maintenanceman	25.52	26.41
Relief Auxiliary Operator Apprentice C	21.36	22.11			
Relief Auxiliary Operator Apprentice B	22.02	22.79	Certified Welder	26.00	26.91
Relief Auxiliary Operator Apprentice A	22.55	23.34			
Relief Auxiliary Operator	23.19	24.00	Machinist	26.00	26.91
Equipment Operator Apprentice C	24.04	24.88	Predictive Maintenance Technician	26.78	27.72
Equipment Operator Apprentice B	24.67	25.53			
Equipment Operator Apprentice A	25.36	26.25	Electrician Apprentice H	22.04	22.81
Equipment Operator	26.31	27.23	Electrician Apprentice G	22.66	23.45
			Electrician Apprentice F	23.34	24.16
Relief Equipment Operator Apprentice C	24.04	24.88	Electrician Apprentice E	23.97	24.81
Relief Equipment Operator Apprentice B	24.67	25.53	Electrician Apprentice D	24.64	25.50
Relief Equipment Operator Apprentice A	25.36	26.25	Electrician Apprentice C	25.29	26.18
Relief Equipment Operator	26.31	27.23	Electrician Apprentice B	25.88	26.79
			Electrician Apprentice A	26.58	27.51
Unit Operator	27.61	28.58	Electrician	27.61	28.58
Relief Unit Operator	27.61	28.58			

TRANSMISSION AND DISTRIBUTION DEPARTMENT

WATER DEPARTMENT

Tree Trimmer Apprentice E	17.51	18.12
Tree Trimmer Apprentice D	19.58	20.27
Tree Trimmer Apprentice C	20.34	21.05
Tree Trimmer Apprentice B	21.07	21.81
Tree Trimmer Apprentice A	21.72	22.48
Tree Trimmer	22.45	23.24
Tree Trimmer Foreman	24.24	25.09
Lineman Apprentice H	22.04	22.81
Lineman Apprentice G	22.66	23.45
Lineman Apprentice F	23.34	24.16
Lineman Apprentice E	23.97	24.81
Lineman Apprentice D	24.64	25.50
Lineman Apprentice C	25.29	26.18
Lineman Apprentice B	25.88	26.79
Lineman Apprentice A	26.58	27.51
Lineman	27.61	28.58
Substation Electrician Apprentice H	22.04	22.81
Substation Electrician Apprentice G	22.66	23.45
Substation Electrician Apprentice F	23.34	24.16
Substation Electrician Apprentice E	23.97	24.81
Substation Electrician Apprentice D	24.64	25.50
Substation Electrician Apprentice C	25.29	26.18
Substation Electrician Apprentice B	25.88	26.79
Substation Electrician Apprentice A	26.58	27.51
Substation Electrician	27.61	28.58
Serviceman Apprentice F	19.33	20.01
Serviceman Apprentice E	20.11	20.81
Serviceman Apprentice D	20.77	21.50
Serviceman Apprentice C	21.46	22.21
Serviceman Apprentice B	22.13	22.90
Serviceman Apprentice A	22.93	23.73
Serviceman	24.21	25.06
Senior Serviceman	25.84	26.74
Service Foreman	27.04	27.99
Meter Tester-Repairman Apprentice (Electric) G	20.38	21.09
Meter Tester-Repairman Apprentice (Electric) F	21.00	21.74
Meter Tester-Repairman Apprentice (Electric) E	21.42	22.17
Meter Tester-Repairman Apprentice (Electric) D	22.00	22.77
Meter Tester-Repairman Apprentice (Electric) C	22.57	23.36
Meter Tester-Repairman Apprentice (Electric) B	23.06	23.87
Meter Tester-Repairman Apprentice (Electric) A	23.61	24.44
Meter Tester-Repairman (Electric)	24.25	25.10

Water Production Operator Apprentice F	17.54	18.15
Water Production Operator Apprentice E	19.73	20.42
Water Production Operator Apprentice D	20.50	21.22
Water Production Operator Apprentice C	21.25	21.99
Water Production Operator Apprentice B	21.95	22.72
Water Production Operator Apprentice A	22.59	23.38
Water Production Operator	23.35	24.17
Senior Water Production Operator	23.96	24.80
Water Distribution Operator Apprentice F	18.36	19.00
Water Distribution Operator Apprentice E	20.51	21.23
Water Distribution Operator Apprentice D	21.33	22.08
Water Distribution Operator Apprentice C	22.06	22.83
Water Distribution Operator Apprentice B	22.71	23.50
Water Distribution Operator Apprentice A	23.44	24.26
Water Distribution Operator	24.12	24.96
Water Distribution Foreman	24.90	25.77
Senior Water Distribution Foreman	25.45	26.34
Water Analyst Technician Apprentice E	18.37	19.01
Water Analyst Technician Apprentice D	19.53	20.21
Water Analyst Technician Apprentice C	20.75	21.48
Water Analyst Technician Apprentice B	21.98	22.75
Water Analyst Technician Apprentice A	23.14	23.95
Water Analyst Technician	24.36	25.21

	12/11/05 3.5% GWI	12/9/06 3.5% GWI		12/11/05 3.5% GWI	12/9/06 3.5% GWI
GENERAL DEPARTMENT					
Utility Person Apprentice A	16.66	17.24	Property Maintenance Person Apprentice E	18.05	18.68
Utility Person	17.13	17.73	Property Maintenance Person Apprentice D	18.59	19.24
			Property Maintenance Person Apprentice C	19.33	20.01
Storekeeper Apprentice D	17.77	18.39	Property Maintenance Person Apprentice B	20.13	20.83
Storekeeper Apprentice C	19.76	20.45	Property Maintenance Person Apprentice A	20.94	21.67
Storekeeper Apprentice B	20.06	20.76	Property Maintenance Person	21.61	22.37
Storekeeper Apprentice A	20.61	21.33			
Storekeeper	21.05	21.79	Senior Property Maintenance Person	22.28	23.06
Meter Reader Apprentice C	19.51	20.19	Property Maintenance Foreman	22.37	23.15
Meter Reader Apprentice B	20.25	20.96			
Meter Reader Apprentice A	20.93	21.66	Facilities Maintenance Tech. Apprentice H	20.37	21.08
Meter Reader	21.63	22.39	Facilities Maintenance Tech. Apprentice G	20.79	21.52
			Facilities Maintenance Tech. Apprentice F	21.29	22.04
Senior Meter Reader	22.42	23.20	Facilities Maintenance Tech. Apprentice E	21.76	22.52
			Facilities Maintenance Tech. Apprentice D	22.25	23.03
Outside Serviceman Apprentice F	19.33	20.01	Facilities Maintenance Tech. Apprentice C	22.73	23.53
Outside Serviceman Apprentice E	20.11	20.81	Facilities Maintenance Tech. Apprentice B	23.26	24.07
Outside Serviceman Apprentice D	20.77	21.50	Facilities Maintenance Tech. Apprentice A	23.78	24.61
Outside Serviceman Apprentice C	21.46	22.21	Facilities Maintenance Technician	24.32	25.17
Outside Serviceman Apprentice B	22.13	22.90			
Outside Serviceman Apprentice A	22.93	23.73	Fleet Equipment Technician Apprentice E	21.07	21.81
Outside Serviceman	23.70	24.53	Fleet Equipment Technician Apprentice D	21.72	22.48
			Fleet Equipment Technician Apprentice C	22.39	23.17
Outside Service Foreman	26.58	27.51	Fleet Equipment Technician Apprentice B	23.02	23.83
			Fleet Equipment Technician Apprentice A	23.61	24.44
			Fleet Equipment Technician	24.68	25.54
			Master Fleet Equipment Technician	25.17	26.05

EXHIBIT "B"

LETTERS OF UNDERSTANDING

November 6, 1980

Mr. John, R. Baker
Business Manager &
Financial Secretary
International Brotherhood of
Electrical Workers
1435 N.B. 54th Avenue
Des Moines, Iowa 50313

Dear John:

This letter verifies my, understanding of the basic agreement reached during the last negotiating session regarding overtime pay for call-outs and scheduled work.

As you know, considerable time was spent in discussing Article VII, Section 7.04; regarding how the minimum two (2) hour call-out should be paid and what is the "applicable overtime rate". It was understood that a two (2) hour minimum would be paid for call-outs to cover the two (2) hours beginning at the reporting time, and that the pay would be at the rate or rates in effect over the entire time covered by the two (2) hours. If the two (2) hour call-out period extended into the normal workday, straight time for the regular shift would not start until the end of the two (2) hour call-out time. It was also agreed that overtime would not be paid on top of overtime, nor would overtime be paid on top of straight time. Time worked beyond the normal quitting time will be paid at the applicable overtime rate for the actual time worked.

Any employee who works scheduled overtime and this work continues on into his normal shift will be paid at the applicable overtime rate for actual time worked up to the normal shift starting time; provide the employee so requested to work was notified prior to quitting time on his preceding normal shift. If such notification is given after quitting of his normal shift, the scheduled overtime will be paid at

continued

Mr. John R. Baker
International Brotherhood of
Electrical Workers
Page Two

the applicable overtime rate with a two (2) hour minimum.

The attachment sets forth examples which demonstrate the intent of the above clarifications by indicating the applicable overtime rate to be paid based on when notified to work and on actual time worked. If you have no other interpretations or changes regarding this subject, overtime will be paid on this basis following ratification of this agreement by the Union and subsequent approval by our Board.

Sincerely,

BOARD OF WATER AND LIGHT TRUSTEES
OF THE CITY OF MUSCATINE, IOWA



Paul F. Wedel
Manager, Operations

attachment
PFW:aj

cc: C. L. Bowen

ATTACHMENT 1

EXAMPLES OF CALL-OUT PAY

For illustration purposes, the normal shift will be 8:00 a.m. to 4:30 p.m., including one-half hour unpaid lunch period.

EXAMPLE 1:

Notified day preceding, during normal shift, to work from 6:30 a.m. to 4:30 p.m.

<u>Time</u>	<u>Hours Paid</u>	<u>Rate</u>
6:30 a.m. to 7:00 a.m.	1/2 hr.	Double Time
7:00 a.m. to 8:00 a.m.	1 hr.	Time and one-half
8:00 a.m. to 4:30 p.m.	8 hrs.	Straight Time

EXAMPLE 2:

Notified day preceding, after normal shift, to work from 6:30 a.m. to 4:30 p.m.

<u>Time</u>	<u>Hours Paid</u>	<u>Rate</u>
6:30 a.m. to 7:00 a.m.	1/2 hr.	Double Time
7:00 a.m. to 8:30 a.m.	1 1/2 hrs.	Time and one-half
8:30 a.m. to 4:30 p.m.	7 1/2 hrs.	Straight Time

EXAMPLES 3:

Emergency call, 11:45 p.m., worked 11:45 p.m. to 11:50 p.m.

<u>Time</u>	<u>Hours Paid</u>	<u>Rate</u>
11:45 p.m. to Midnight	1/4 hr.	Time and one-half
Midnight to 1:45 a.m.	1 3/4 hr.	Double Time

continued

EXAMPLE 4:

Emergency call, 6:45 a.m., worked 6:45 a.m. to 4:30 p.m.

<u>Time</u>	<u>Hours Paid</u>	<u>Rate</u>
6:45 a.m. to 7:00 a.m.	1/4 hr.	Double Time
7:00 a.m. to 8:45 a.m.	1 3/4 hr.	Time and one-half
8:45 a.m. to 4:30 p.m.	7 1/4 hr.	Straight Time

EXAMPLE 5:

Emergency call, 6:45 a.m., worked 6:45 a.m. to 6:55 a.m.
Worked 8:00 a.m. to 4:30 a.m.

<u>Time</u>	<u>Hours Paid</u>	<u>Rate</u>
6:45 a.m. to 7:00 a.m.	1/4 hr.	Double Time
7:00 a.m. to 8:45 a.m.	1 3/4 hrs.	Time and one-half
8:45 a.m. to 4:30 p.m.	7 1/4 hrs.	Straight Time

EXAMPLES 6:

Emergency call, 7:45 a.m., worked 7:45 a.m. to 4:30 p.m.

<u>Time</u>	<u>Hours Paid</u>	<u>Rate</u>
7:45 a.m. to 9:45 a.m.	2 hrs.	Time and one-half
9:45 a.m. to 4:30 p.m.	6 1/4 hrs.	Straight Time

EXAMPLE 7:

Emergency call 1:00 a.m., worked 1:00 a.m. to 1:15 a.m.
Emergency call 2:00 a.m., worked 2:00 a.m. to 2:30 a.m.

<u>Time</u>	<u>Hours Paid</u>	<u>Rate</u>
1:00 a.m. to 3:00 a.m.	2 hrs.	Double Time

continued

Attachment 1
Examples of Call-Out Pay
Page Three

EXAMPLE 8:

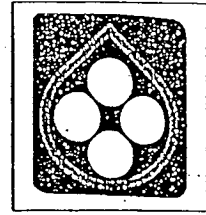
Emergency Call 11:30 p.m., worked 11:30 p.m. to
11:45 p.m. Emergency call 12:15 a.m., worked 12:15 a.m.
to 12:45 a.m. Emergency call 1:15 a.m., worked 1:15 a.m.
to 2:00 a.m.

<u>Time</u>	<u>Hours Paid</u>	<u>Rate</u>
11:30 a.m. to Midnight	1/2 hr.	Time and one-half
Midnight to 2:00 a.m.	2 hrs.	Double Time

MUSCATINE POWER & WATER

P.O. Box 899, MUSCATINE, IOWA 52761 TELEPHONE 319/263-2631

CLYDE L BOWEN, General Manager



November 24, 1981

Mr. John Baker
Business Manager &
Financial Secretary, Local 55
International Brotherhood of
Electrical Workers
1435 N. E. 54th Avenue
Des Moines, Iowa 50313

Dear John:

RE: Explanation of Vacation Pay in Current Agreement

This letter of understanding relates to Article IX of the Agreement entered into on November 25, 1980, between the Board of Water and Light Trustees of the City of Muscatine, Iowa and Local Union No. 55, International Brotherhood of Electrical Workers, AFL-CIO.

It is the intent of the Agreement to permit employees in the third year of continuous employment, and every year thereafter, to take vacation anytime during the calendar year, although the vacation is not actually earned until completion of the employment anniversary year.

Employees will be paid for vacation, when it is taken. In the year in which the employee retires or resigns, and provided he has given the Utility at least two (2) working weeks' notice of such resignation, the employee shall be paid for vacation on a prorated basis as provided on the following attachment.

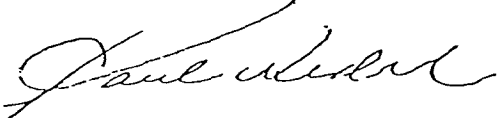
continued

Mr. John Baker
International Brotherhood of
Electrical Workers
Page - 2 -

The foregoing explanation sets forth a basis for clarifying the way in which vacation will be granted and paid. This understanding was reached during negotiations for the 1982 contract year.

Sincerely,

BOARD OF WATER AND LIGHT TRUSTEES
OF THE CITY-OF MUSCATINE, IOWA



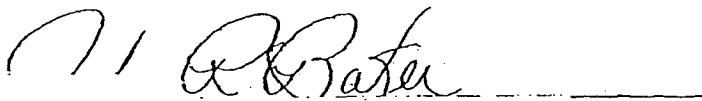
Paul Wedel
Chairman, Negotiations Committee

PFW:DWK:ck

Attachment

cc: Clyde Bowen
Jay Logel
Don Kerker

Acknowledged and Agreed:



By: John R Baker, Business' Manager &
Financial Secretary, Local 55

Date November 30, 1981

Mr. John Baker
International Brotherhood of
Electrical Workers
Attachment

EXPLANATION OF VACATION PAY

Employment Date:	07/01/57	07/01/57	01/01/57	03/01/57	12/31/57	12/31/57	01/01/57	12/31/57
Termination Date:	07/01/82	04/01/82	01/01/82	01/01/82	12/31/82	07/01/82	12/31/82	01/01/82
Years of service:	25	25	25	25	25	25	25	25
Vacation Hours Granted January 1, 1982:	200	200	200	200	200	200	200	200
Vacation Hours Earned from Employment Anniversary date to Termination date:	200	150	200	167	200	100	200	0
Vacation Hours due at termination:*	200	150	200	167	200	100	400	0

*Assumes no vacation is taken between 01/01/82 and termination date. If vacation is taken it would be deducted from the total vacation hours due the employee to the date of termination. Deduction could be greater than vacation earned, which would be withheld from the final check.

11/24/81
PFW:DWK:ck

INTER - OFFICE CORRESPONDENCE

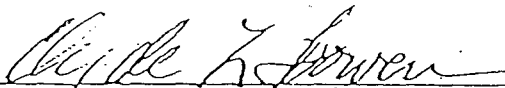
Date August 1, 1983

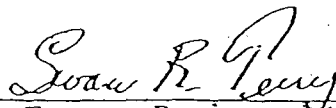
TO Don White John Gaeta Dave Lane	FROM Dan Olson
SUBJECT Daylight Saving Time Grievance	

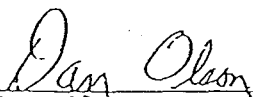
As per discussion with John Gaeta, the following will settle the grievance dated May 26, 1983:

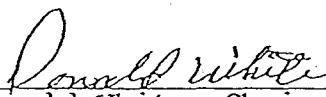
1. Those employees working the shift during which the time change occurred will be compensated for eight hours. Muscatine Power and Water will reimburse them for an additional hour of pay at straight time.
2. In the future, Daylight Saving Time changes and the pay of employees working the shift during which the change occurs will be handled as follows:
 - a. When the clocks are moved forward in the spring, the employees working the shift during the change will receive seven hours of pay for the seven hours they work.
 - b. When the clocks are moved back in the fall, the employees working the shift during the change will receive nine hours of pay for the nine hours they work (eight hours at straight time, one hour at time and one-half).
3. Should an employee be absent due to sickness during these time changes, sick leave used will be seven hours in the spring, and eight hours in the fall.
4. This letter will serve as notice that for future Daylight Saving Time changes, employees will be paid in the manner stipulated in number 2 above.
5. The Union agrees that the above is the correct method of payment.


-continued-

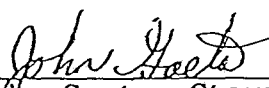

Clyde Bowen, General Manager


Swan Terry, Business Manager and
Financial Secretary,
Local 55.10, I.B.E.W.


Dan Olson, Personnel Supervisor


Donald White, Chairman
Local 55.10, I.B.E.W.


Dave Lane, Steward
Local 55.10, I.B.E.W.


John Gaeta, Steward
Local 55.10, I.B.E.W.

12/08/91

Union-Management Letter of Understanding on 12 Hour Shift

(Revised 12/12/94)

(Revised 12/14/97)

(Revised 12/10/00)

(Revised 12-11-05)

Personnel Covered by the 12 Hour Agreement

The 12-hour shift will apply to all Power Plant Operations personnel regardless of their assigned area. The positions included in the 12-hour shift will be Unit Operator, Equipment Operator, Auxiliary Operator, FGD Equipment Operator, FGD Auxiliary Operator, and all associated "Relief" classifications.

12-HOUR SHIFT AGREEMENT

1. Shift Schedule - 12-hour (exhibit A)

For all operations personnel, the day shift shall be 0630 to 1830 and the night shift shall be 1830 to 0630. The 28 day cycle shall be composed of two 36 hour weeks, one 40 hour week, and one 44 hour week. Overtime shall be paid for any hours worked in excess of 12 consecutive hours and overtime shall be paid for hours worked in excess of 40 hours in the 40 and 44 hour work week and in excess of 36 hours in the 36 hour work week. Relief days shall be staggered between classifications so that they do not all fall on the same day.

2. Work Week

The work week for personnel assigned to the 12-hour shift shall begin at 2230 HRS on Saturday. For personnel on the 12-hour shift and relief personnel, the work day shall begin at 2230 HRS, i.e. the Monday work day begins at 2230 HRS Sunday.

3. Scheduling

Relief operators may be used to fill in for absences. It is the Utility's intent to work an employee no more than 16 continuous hours whenever other options are available. If no relief is available, the following sequence may be utilized:

1. Call in the shift employee who is on his or her non-work days, who is scheduled to return to work on the same shift that is vacant.
2. Call the shift employee on his or her non-work days who previously worked the same shift that is vacant.
3. The operator on duty will continue to work until a replacement is found.

All operators may be utilized to assist maintenance during maintenance outages and may have their working hours and schedules changed to provide for such outages.

Time trading under the 12-hour schedule is allowed if an entire 12-hour shift is traded. Partial time trades of no more than 2 hours are allowed and will require advanced approval by the immediate supervisor but will be an agreement between employees.

4. Vacation and Personal Day

All arrangements for paid leave shall be made by the employee with his or her immediate supervisor. For operations personnel, vacation may be used in 8 or 12 hour blocks. If 8 hour blocks are used, they must be taken during the following hours: 2230 to 0630, and 0630 to 1430, or 1030 to 1830 HRS. Approval of paid leave requests are subject to relief availability, and impact on efficient operation. Reliefs may use four hours of vacation with supervisory approval on days they are scheduled to work maintenance.

The personal day may be used in one hour increments subject to relief availability during the hours of 0630 to 1830. If personal time is coupled with an 8 hour vacation request so that an entire 12 hour shift is being taken off, the personal time may be used during other hours of the day.

It is the Utility's intent not to approve paid leave requests which would require the relief operator to work more than three consecutive 12-hour shifts. Emergency requests will be evaluated on a case-by-case basis.

Relief operators shall be charged vacation in the same hourly increments as they are scheduled, i.e. if relief day is taken off as vacation, 12 hours of benefits will be charged. Reliefs may use 4 hours of vacation with supervisory approval on the day they are scheduled to work only 4 hours.

5. Meals

Meals shall be provided for as in Section 7.08, 7.09, and 7.10 of the agreement with the words 12-hour shift substituted for the 8-hour shift when working operations. Relief personnel when not relieving or regular operators working maintenance during outages, shall receive meals in accordance with the contractual language applicable to 8-hour shifts.

6. Sick Leave

Sick leave shall be charged on an hourly basis. Any employee who calls in sick for a 12 hour shift shall be charged with 12 hours of sick leave usage, regardless of the number of hours in a pay week. Sick leave shall only be paid at the straight time rate.

Sick leave will not be allowed for doctor or dentist appointments except under extreme circumstances. Emergency requests for the use of sick leave for appointments shall be reviewed on a case-by-case basis.

7. Holidays

Holiday pay shall be 8 hours of straight time pay for each employee. Holiday premium shall be paid at one and one-half* times the employees straight time rate for hours worked on the holiday in addition to the 8 hours of straight time payment described as holiday pay. For hours worked beyond 12 on a holiday, employees shall be paid at the double time rate. Holiday premium shall be paid on the actual day rather than the day observed as such.

*Year 1, 2, and 3 substitute "two" in place of "one and one-half" for Christmas and Christmas Eve Day. Also, in Year 3, substitute "two" in place of "one and one-half" for Thanksgiving and the Friday after Thanksgiving.

8. Overtime

The second day off in any given week shall be considered Sunday for double time purposes when working a 12-hour schedule. Work performed on any other days off in a given week shall be paid at the time and one-half rate. When working maintenance during outages Monday through Friday, work performed on Saturday shall be at the time and one-half rate even if no work was performed on the previous Sunday.

9. Relief

Operators classified as relief may be utilized to cover absences in the operations schedule when necessary and shall normally be scheduled to work one 12-hour shift, three 8-hour shifts, and one 4-hour shift. This schedule may be modified due to hours worked or to be worked.

Overtime for relief operators shall be paid for work performed in the excess of 8 hours when they start the shift working maintenance, up to the hour of 2230. Under this example, any operations work performed after 2230 HRS goes on the next days pay and shall be at the straight time rate until 0630 HRS. When the shift begins by working operations, overtime shall be paid after working 12 consecutive hours. Relief personnel may perform maintenance duties, special operations projects, or train when not relieving.

Anytime an absence occurs for the night shift on short notice, such that the relief operator is already at work working the 0700 to 1530 shift, the relief may be sent home at 1100 HRS. He or she would then report back at 1830 HRS to work the 12 hours shift. This shall result in 8 hours of straight time pay for that day and 8 hours straight time pay for the next day. Overtime shall be paid for the hours worked over 8 up to the hour of 2230 HRS at which time the new pay day begins at the straight time rate.

If the absence occurs after 1100 HRS, the relief shall be sent home as soon as conditions allow. A minimum of a 6 hour rest period shall be granted before the relief returns to work the night shift. If the rest period extends into the night shift, the day shift operator or other available operations personnel will cover until the designated relief arrives with the proper rest period satisfied.

10. Leave during the 44 hour work week

Paid leave shall be charged in the same increments as the work was scheduled, i.e. it shall take 12 hours of paid leave to cover a 12hour shift even though the total number of hours exceeded 40. Paid leave will be at the straight time rate only.

11. Management reserves the right to change the starting time and the work schedules at its discretion upon two-weeks notice.

Exhibit A - 12 Hour Schedule

	SMTWTFS		SMTWTFS		SMTWTFS		SMTWTFS

	- - D D - - N		N N - - D D -		- - N N - - D		D - - - N N -
SCHEDULE	- - N N - - D		D - - - N N -		- - D D - - N		N N - - D D -
A	N N - - D D -		- - N N - - D		D - - - N N -		- - D D - - N
	D - - - N N -		- - D D - - N		N N - - D D -		- - N N - - D
	- D X X X F -		- D X X X F -		- D X X X F -		- D X X X F -

	- D D - - - N		N N - - D D -		- - N N - - D		D - - - N N -
SCHEDULE	- - N N - - D		D - - - N N -		- D D - - - N		N N - - D D -
B	N N - - D D -		- - N N - - D		D - - - N N -		- D D - - - N
	D - - - N N -		- D D - - - N		N N - - D D -		- - N N - - D
	- X X D X F		- X X D X F		- X X D X F		- X X D X F

	- D D - - - N		N N - D D - -		- - N N - - D		D - - - N N -
SCHEDULE	- - N N - - D		D - - - N N -		- D D - - - N		N N - D D - -
C	N N - D D - -		- - N N - - D		D - - - N N -		- D D - - - N
	D - - - N N -		- D D - - - N		N N - D D - -		- - N N - - D
	- F X X X D -		- F X X X D -		- F X X X D -		- F X X X D -

F = 4 Hour Day

D = 12 Hour Day

N = 12 Hour Night

X = 8 Hour Day

Relief Days:

Monday

Wednesday

Friday

Muscatine Power and Water

3205 Cedar Street . Muscatine, Iowa 52761-2204
319/263-2631

Thomas E. Robertson
Director, Employee Services

October 15, 2001

Ms. Sandy Opstvedt
Assistant Business Manager
International Brotherhood of Electrical Workers
1435 NE 54th Avenue
Des Moines, IA 50313

Dear Sandy:

This letter will be included in Exhibit "B" of the Agreement when we conclude 2001 contract negotiations. It is intended to provide a limited number of examples of the application of paragraph 8 of the Letter of Understanding dated 12/08/91 regarding 12 Hour Shifts which is also included in Exhibit "B".

Current Letter of Understanding Language

"The second day off in any given week shall be considered Sunday for double-time purposes when working a 12-hour schedule. Work performed on any other days off in a given week shall be paid at the time and one-half rate. When working maintenance during outages Monday through Friday, work performed on Saturday shall be at the time and one-half rate even if no work was performed on the previous Sunday."

It is MPW's policy to pay the appropriate overtime for any hours worked outside of the posted schedule. If an individual works one day or more of Operations in any given work week, they are considered to be on an Operations work schedule and their second day off would be their double time day.

For example, if an individual was scheduled to work a 12 hour day on Operations on Sunday, 8 hour days on M-W, and a 4 hour day on Maintenance on Thursday, any hours worked outside of

that schedule would be overtime. In this instance, Saturday would be the double time day since it was the second day off in the week, with Friday being the first day off.

S	M	T	W	T	F	S
12	8	8	8	4	off	off

For schedules involving Maintenance work only, Saturday is the time and one-half day even if Sunday was a day off.

S	M	T	W	T	F	S
off	8	8	8	8	8	off

A Relief Operator falls in a different category. Since their schedule is completely flexible within the workweek, they do not reach their double time day until they have reached at least 40 hours of work.

Following are three examples of Relief schedules:

Relief Operators get time and one-half pay for their first day off and double time for their second day off. The only exception to this is the maintenance outage schedule Monday through Friday referenced in example two. It does not matter what the schedule said at the time it was first posted; it can be changed to fill vacancies as required without 24 hours notice. An example would be as follows:

S	M	T	W	T	F	S
12	8	off	8	8	4	off

The first day off is shown on the schedule as Tuesday, but if someone called in sick for Tuesday, we would change the Relief Operator's schedule and have him or her work. This would be a

straight time day because the Relief Operator has not yet worked 40 hours. The new schedule would look as follows:

S	M	T	W	T	F	S
12	8	12	8	off	off	off

Now the first day off is Thursday. If the Relief works this day it is at time and one-half. Friday is at double time and Saturday is again time and one-half. Once the Relief has forty hours in (after Wednesday), the days off are fixed. Before that, the schedule is flexible. One more example:

S	M	T	W	T	F	S
12	off	12	8	8	off	off

If the Relief already had a day off in the week, shown here as Monday, Friday becomes the second day off and is paid at the double time rate. Saturday is then time and one-half.

The basis of determining Relief personnel's first and second days off can be summed up by stating, "The first day off doesn't occur until the employee has either had an actual day off in the work week, or has accumulated forty hours." Until either of these occurs, the first day off may be rescheduled.

Sincerely,



tmr